

**AN ORDINANCE
BY TRANSPORTATION COMMITTEE**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA, CHAPTER 22, AVIATION, TO ESTABLISH AN AIRSIDE OPERATING PERMIT PROCESS FOR COMPANIES CONDUCTING BUSINESS ON THE AIRSIDE PORTION OF HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, TO ESTABLISH ADMINISTRATIVE SANCTIONS FOR COMPANIES VIOLATING THE PERMIT REQUIREMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns and operates Hartsfield-Jackson Atlanta International Airport (“Airport”); and

WHEREAS, the City as owner and operator of the Airport is responsible for the overall safety, security, environmental, and fire safety laws and regulations for persons and companies on Airport property; and

WHEREAS, the Airport permits its tenants to enter into contractual agreements with companies who operate on Airport property through a Department of Aviation (“DOA”) approved sponsorship letter submitted by tenants; and

WHEREAS, these companies are not required to have any direct relationship with the City; and

WHEREAS, these companies should be required to meet the same level of compliance and accountability regarding their actions and activities as it applies to safety, security, environmental, and fire rules and regulations stated in the City of Atlanta Code of Ordinances; and

WHEREAS, establishing an Airside Operating Permit process will ensure that these companies are held accountable for compliance with the same code sections, rules, and regulations of the tenants that do have a contractual relationship with the City; and

WHEREAS, the Airside Operating Permit will also serve as a vehicle to gather information from airside operators such as the nature of the work they perform, the location of the work they perform, and the duration of their activity; and

WHEREAS, when a company violates any code section, rule, or regulation, there may be administrative sanctions assessed against that company; and

WHEREAS, it is necessary to amend Chapter 22 of the Code to accomplish these purposes; and

WHEREAS, a draft of the Airside Operating Permit Terms and Conditions is attached hereto as Exhibit “A”.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: Chapter 22, Article III, Division 1 of the Code be amended by adding a new Section 22-70, which shall read as follows:

SECTION 22-70

AIRSIDE OPERATING PERMIT (AOP)

(a) General.

Any company desiring to do business at the airport and requiring airside access, but does not have an executed lease or contract with the city, shall first apply for an Airside Operating Permit (AOP). If a company is granted an AOP, the company and its employees shall comply with all City of Atlanta ordinances, including all rules, procedures, and regulations found in the Airside Operating Permit Terms and Conditions. The aviation general manager or designee may, from time to time, revise such rules, procedures, and regulations.

The AOP application shall be completed prior to the beginning of the security badging process.

The AOP shall be valid for a period of twelve (12) consecutive months from the date of Department of Aviation (DOA) approval. The AOP shall terminate at the end of twelve (12) months.

The permittee is required to pay the administrative fee only once within twelve (12) calendar months of DOA approval. If the permittee returns to work at the airport within this specified time frame for another project, the permittee is required to reapply and update all application information for each project.

The permittee shall reapply for the AOP prior to the end of twelve (12) months. At the time of renewal, the permittee shall update all application information for each project and remit the administrative fee for the next twelve (12) month period.

The aviation general manager or designee reserves the right to review previous offenses and current financial standing with the City. The City reserves the right to deny the AOP renewal.

The AOP fee shall be assessed by the aviation general manager or designee. A fee schedule shall be approved by the aviation general manager or designee at least thirty (30) days prior to its implementation.

This permit may be cancelled at any time by either party, upon not less than fifteen (15) calendar days notice in writing, to the other party. Cancellation shall not relieve the permittee of any liabilities or obligations incurred and accrued prior to the effective date of such cancellation.

(b) *Sanctions.*

The aviation general manager or designee may, in the manager's discretion, suspend or revoke the AOP for a definite or indefinite period, or impose fines arising out of violations to any of the City of Atlanta ordinances or any terms and conditions of the AOP. The company shall be responsible for any monetary fees assessed by the aviation general manager or designee. The aviation general manager or designee is authorized to impose progressive disciplinary measures for violations of any city ordinance, which shall consist of the following:

- (1) *First Offense:* The company may be assessed a \$250 fine.
- (2) *Second Offense:* The company may be assessed a \$500 fine within twelve (12) months of the first offense.
- (3) *Third Offense:* The company may be assessed a \$1000 fine within twelve (12) months of the first offense.
- (4) *Suspension:* The company's AOP may be suspended by the aviation general manager or designee.
- (5) *Revocation:* Any company violating any city ordinance shall be subject to revocation of its AOP.

(c) *Process and appeals.*

(1) Prior to the imposition of any fine, suspension, or revocation, the aviation general manager or designee shall notify in writing the company so that the company may present any defense that the company may have to the proposed fine, suspension, or revocation. Such defense shall be presented in writing or the company may request to present the defense orally within three (3) business days of receipt of such notice. Notices of proposed actions shall be either delivered personally to the company or shall be mailed to the last known address of the company as same appears in the files of the airport.

- a. The company responsible may request that the aviation general manager or designee reconsider any fine, suspension, or revocation.
- b. All appeals must be submitted in writing to Hartsfield-Jackson Atlanta International Airport, Attention: Assistant General Manager of Airport Operations, Security, and Maintenance, 6000 North Terminal Parkway, Atlanta, Georgia, 30320 or via facsimile at (404) 209-4154.

- c. The appeal must arrive within five (5) business days of the imposed fine, suspension, or revocation.
- d. The aviation general manager or designee will issue a final ruling on the matter.

SECTION 2: That all ordinances or parts of ordinances in conflict with this ordinance are hereby waived.

EXHIBIT A

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Airside Operating Permit Terms and Conditions

A. General

1. **Background:** Airport tenants that have entered into contracts or lease agreements with the City of Atlanta, through the Department of Aviation (herein referred to as the “DOA”), to conduct activities on the Airside portion of Hartsfield-Jackson Atlanta International Airport (herein referred to as the “Airport”) are held accountable for compliance with applicable codes, rules, and regulations under the terms of their contracts or agreements. Airport operators that do not have a contract or lease agreement with the City of Atlanta and enter into agreements with the tenants on the Airport must be held accountable for compliance with the same codes, rules, regulations, and standards as the Airport tenants.
2. **Rules and Regulations:** The Permittee shall observe, obey and comply with all City of Atlanta ordinances, including the Terms and Conditions of the Airside Operating Permit (herein referred to as the “AOP”). The aviation general manager may, from time to time, revise such rules, procedures, and regulations.
3. **Permits and Licenses:** The Permittee shall obtain and maintain current all permits and licenses required for its operations hereunder and shall pay all taxes, license fees and excises which may be assessed, levied, exacted or imposed on its operations hereunder and shall make all applications, reports and returns required in connection therewith. Upon request from the DOA, the Permittee shall provide the DOA, or others designated by the DOA, copies of any and all permits and licenses, applications therefore and reports required in connection therewith, which the DOA may request.
4. **Airside Operating Permit (AOP) Process:** Any company desiring to do business at the airport, but does not have an executed lease or contract with the city, shall obtain an AOP. The Airside Operating Permit process will begin when the company initiates the online application process. The application process would begin prior to or take place concurrently with the SIDA badge application process.

a. Airside Operating Permit application - The online application can be found at <http://www.xxxxxxxxxx>. Information provided on the application shall be accurate and include but shall not be limited to general company information; a list of company sponsor(s); insurance requirements; nature of work being performed; location of work; and Federal Tax ID.

When completing the online application, depending on the nature of work, the company may be directed to a list of additional rules, regulations, or best practice procedures in which the company will be required to acknowledge and accept the rules, regulations, or best practice procedures prior to completing the online process.

b. Authorized Agent briefing – The Authorized Agent briefing is held every Wednesday at 1400 in the Airport Security Office. The company will be briefed regarding the Airside Operating Permit (AOP) at the Authorized Agent briefing.

c. Administrative Fee – Refer to Paragraph C in this document. The administrative fee may be collected either at the Authorized Agent briefing or between the hours of 1400 – 1600, Monday – Friday at the Security Office. The company must have an AOP prior to the issuance of SIDA badges.

The permittee is required to pay the administrative fee only once within twelve (12) calendar months of DOA approval. If the permittee returns to work at the Airport within this specified time frame for another project, the permittee is required to reapply and update all application information for each project.

The AOP shall be valid for a period of twelve (12) consecutive months from the date of issue. The AOP shall terminate at the end of twelve (12) months.

The permittee shall reapply for the AOP prior to the end of twelve (12) months. At the time of renewal, the permittee shall update all application information for each project.

5. **Statement on Discrimination:** The city declares that discrimination because of race, color, creed, religion, sex, domestic status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability is inconsistent with the Constitution, laws and policies of the United States, state and city, and therefore the city prohibits discrimination by contractors who do business with the city against any employee or applicant for employment because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age or disability.

6. **Indemnification:** The Permittee shall defend, indemnify and hold the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, relating to or resulting from the negligent performance or willful misconduct of the Permittee or its employees, agents, servants, partners, principals or subcontractors. The Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the City, where applicable, including appellate proceeding, and shall pay all costs, judgments and attorneys fees which may issue thereon. The Permittee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.
7. **Payment of Claims:** The Permittee agrees to pay on behalf of the City any penalty, assessment or fine, issued against the City or to defend, or to compromise, in the name of the City any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the City, State, and Federal governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees or invitees, have violated any law, ordinance, rule, regulation or directive described in Section A. 2 hereof or any plan or program developed in compliance therewith.
8. **Assignment and Transfer:** The rights and privileges granted to the Permittee hereunder shall be exercised only by the Permittee, through its officers, partners and employees, and not by or through any other person, corporation or legal entity. This Permit is not assignable or transferable to any other person, corporation or legal entity.
9. **Rules, Regulations, and Sanctions:** Companies shall abide by all City of Atlanta Code of Ordinances, including Chapter 22 Aviation, Article III Hartsfield-Jackson Atlanta International Airport in its entirety and all terms and conditions contained within this document. A list of all City of Atlanta ordinances can be found at <http://atlantaga.gov> then select City Council in the left-hand margin, and then select City Code of Ordinances.

In addition, companies shall abide by any applicable rules, regulations, and DOA best practices as accepted in the online application process.

This permit may be cancelled at any time by either party, upon not less than fifteen (15) calendar days notice in writing, to the other party. Cancellation shall not relieve the Permittee of any liabilities or obligations incurred and accrued prior to the effective date of such cancellation.

a. Sanctions

The aviation general manager may, in the manager's discretion, suspend or revoke the AOP for a definite or indefinite period, or impose fines arising out of any violation to any City of Atlanta ordinance or these AOP terms and conditions. The company will be responsible for any monetary fees assessed by the aviation general manager. The aviation general manager is authorized to impose progressive disciplinary measures for violations of any city ordinance, which shall consist of the following:

- (1) *First Offense:* The company may be assessed a \$250 fine.
- (2) *Second Offense:* The company may be assessed a \$500 fine within twelve (12) months of the first offense.
- (3) *Third Offense:* The company may be assessed a \$1000 fine within twelve (12) months of the first offense.
- (4) *Suspension:* The company's AOP may be suspended by the aviation general manager.
- (5) *Revocation:* Any company violating any city ordinance shall be subject to revocation of its AOP.

B. Insurance

In addition to such insurance as may be required by law, the Permittee shall maintain during the term of this Permit the following insurance:

1. **Commercial General Liability:** **Commercial General Liability** Insurance on a comprehensive basis, including Contractual Liability, in amounts not less than \$1,000,000.00 per occurrence subject to a \$2,000,000 aggregate. The City of Atlanta must be named as an additional insured thereunder, and provided the endorsement evidencing such. Permittee must also provide an endorsement by the insurer that such coverage will not be modified or canceled without at least 30 days' prior written notice to the aviation general manager.
2. **Automobile Liability:** Automobile Liability Insurance, covering all owned, non-owned and hired vehicles, in an amount not less than \$10,000,000.00 per occurrence, combined single limit for personal injury

and property damage. The City of Atlanta must be named as an additional insured thereunder, and provided the endorsement evidencing such. Permittee must also provide an endorsement by the insurer that such coverage will not be modified or canceled without at least 30 days' prior written notice to the aviation general manager.

All companies providing insurance as required must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Permittee certifying that all requirements have been unconditionally satisfied. The companies providing coverage must be rated no less than "A-", and not less than a Financial Size Category class "IX" as rated by A.M. Best & Company, Inc. or its equivalent, as approved by the City of Atlanta Risk Management Division.

The insurance coverages required herein shall include those classifications as listed in Standard Liability Insurance Manuals, which most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Georgia.

3. **Certificates of Insurance:** Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to the DOA and certificates shall clearly indicate: (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to the Airport; and (3) that the City is named as an additional insured under the Commercial General and Auto Liability policies. The City reserves the right to require the Permittee to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Permittee, which notice shall automatically amend this Permit effective thirty (30) days after such notice.
4. Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit.

C. **Fees and Payments**

1. **Permit Fee:** The Permittee shall pay the City for the rights and privileges granted herein a fee in the amount of FIFTY DOLLARS (\$50.00) arising from the operation of its business at the Airport.

2. **Payment Address** The Permittee shall pay and/or submit all reports and fees required to be paid under this Permit to the following address:

**City of Atlanta, Department of Aviation
SECURITY DIVISION
P.O. Box 20509
Atlanta, Ga. 30320**

D. Operations

1. **Restricted Area Access-Identification Badges:** The Permittee shall be responsible for requesting the DOA Security Division to issue identification ("ID") badges to all employees who require access to Restricted Areas on the Airport as part of its regularly assigned duties, including areas designated in the Airport Security Program, Secured Area/AOA/SIDA/Sterile Areas. Restricted Areas as determined by the DOA and certain areas designated by signs or regulations as off-limits to unauthorized individuals. The Permittee shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Permittee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the DOA, before an ID badge is issued.

The Permittee shall pay, or cause to be paid, to the DOA such non-discriminatory charges, as may be established from time to time, ID issuance, fingerprinting fees, lost or stolen ID badges and those not returned to the DOA in accordance with this Section. The DOA shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which data will include a fingerprint based criminal history records check (CHRC) of employee applicants for such badges.

2. **Vehicle and Equipment, Vehicle/Equipment Operator:** All vehicles and equipment operated by the Permittee must be in good working order. All motorized and non-motorized vehicles must have company identification displayed in a visible location. The DOA shall have the right, but shall not be obligated, to inspect at any time, the vehicle and equipment of the Permittee for proper safety equipment and general operating conditions. The DOA, further has the right to require removal from the Secured Area/AOA of the vehicle or equipment of the Permittee. In accordance with Airport and FAA regulations, any employee of the Permittee required to operate a motor vehicle on the air operations area (AOA) must successfully complete the Airport Driver Safety Training

(ADST) course before issuance of the SIDA badge. The ADST Course Completion Form must be completed to receive the "D" (driver designation) on the SIDA badge. Individuals without the "D" on their SIDA badge are not permitted to operate vehicles in areas requiring a SIDA badge. Failure to comply with this requirement will result in the loss of the SIDA badge. ADST is offered by the Airport Operations Division or an authorized tenant. Contact the Airport Operations Division at 404-530-6620 for class schedules and enrollment information.

3. **Standards of Service**

a. The Permittee shall furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, and furnish said services on a fair, equal and nondiscriminatory basis to all users thereof; provided, however, that the Permittee shall be allowed to make reasonable and nondiscriminatory discounts or other similar types of price reductions to volume purchasers or users.

b. The operations and conduct of the Permittee, its employees and agents, shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. The DOA shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees and agents, whereupon the Permittee shall take all steps necessary to remove or correct the cause of the objection.

c. The Permittee shall remove or have removed all trash and refuse to such locations in such manner as shall be designated by the DOA and in accordance with Federal, State, County and City requirements.

4. **Common Use Facilities:** The Permittee shall have the right, in common with others, as necessary for the performance of the services authorized herein, to use the ramps, roads, streets and bridges and all other non-exclusive or common use facilities owned or provided by the Airport for non-exclusive air carrier use, in accordance with regulations and operating procedures and the facility use assignment processes of the DOA and subject to the payment of the nondiscriminatory fees, rates and charges established by the Airport for such uses.

5. **Personnel:** The Permittee shall properly manage its employees who shall present a clean and neat appearance at all times, discharge their duties in a courteous and efficient manner, shall be suitably dressed and wear appropriate corporate and Airport identification.

6. **AOA - Right to Search:** The Permittee agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the Secured Area/AOA/SIDA. The Permittee further agrees that it shall not authorize any employee or agent to enter the Secured Area/AOA/SIDA unless and until such employee or agent has executed a written consent-to-search form acceptable to the DOA. Persons not executing such consent-to-search form shall not be employed by the Permittee of the Airport, in any job requiring access to the Secure/Area/AOA/SIDA.

It is further agreed that the DOA has the right to revoke or suspend prior Secured Area/AOA/SIDA access authorization or to prohibit an individual, agent or employee or the Permittee from entering the Secured Area/AOA/SIDA based upon facts which lead a person of reasonable prudence to believe that such individual, employee or agent might be inclined to engage in theft, cargo tampering, aircraft sabotage or unlawful activities. Any person denied access to the Secured Area/AOA/ or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the General Manager or his designated management representative within reasonable time. Prior to such hearing, the person whose authorization has been revoked or suspended or who has been denied access to the Secured Area/AOA/SIDA shall be advised in writing, as to the reason for such action.

7. **Working Restrictions:** The Permittee understands and agrees that all persons entering and working in or around international aircraft and facilities used by various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by Federal Inspection Services agencies may not be employed by the Permittee in areas under the jurisdiction or control of such agencies.

E. Notices

Any notices required herein shall be delivered by hand or sent by certified mail to the parties as follows:

To the Airport:

Hartsfield –Jackson Atlanta International Airport
Attn: Assistant General Manager of Airport Operations, Security, and Maintenance
P.O. Box 20509
Atlanta, GA 30320

F. Entirety of Permit

The parties hereto agree that this AOP sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this AOP may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 5/26/09

Anticipated Committee Meeting Date(s): 6/10/09

Anticipated Full Council Date: 6/15/09

Commissioner Signature: Maudie

CAPTION

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA, CHAPTER 22, AVIATION, TO ESTABLISH AN AIRSIDE OPERATING PERMIT PROCESS FOR COMPANIES CONDUCTING BUSINESS ON THE AIRSIDE PORTION OF HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, TO ESTABLISH ADMINISTRATIVE SANCTIONS FOR COMPANIES VIOLATING THE PERMIT REQUIREMENTS; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 5/27/09 Reviewed by: [Signature]
(date) (date)

Submitted to Council: _____
(date)